

GENERAL SALES CONDITIONS (GSC)

FURNIKA sp. z o.o.
48-200 Prudnik ul. Przemysłowa 11,
NIP 7551930589 / REGON 161562523
KRS 0001095658

Sąd Rejonowy w Opolu, VIII Wydział Gospodarczy Krajowego Rejestru Sądowego Wysokości
kapitału zakładowego: 411 000,00 zł

I. DEFINITIONS

The following terms used in these General Sales Conditions (hereinafter referred to as the GSC) shall have the following meanings:

1. **Client** or **Purchaser** – an individual conducting business activity, a legal person or an organizational unit without legal personality.
2. **Product** or **Goods** – item / chattel offered for sales by the Company.
3. **Company** or **Seller** – “FURNIKA Sp. z o.o. S.K. 48-200 Prudnik, ul. Przemysłowa 11 NIP 755-193-05-89, REGON 161562523”
4. **Parties**– the Company and the Client.
5. **Contract** – any contract concluded between the Company and the Client, including in particular a purchase-sale contract for Products being part of the commercial offer of the Company, a contract concerning the rendering of Services (in particular concluded on the basis of a placed Order). The Contract may be concluded between the Client and the Company in written or oral form or by means of methods of direct communication over distances (in particular phone, fax, e-mail).
6. **Order** – an order placed to the Company by the Client, concerning the Purchase of Goods.

II. APPLICATION OF THE GSC

1. These General Sales Conditions specify the terms of cooperation between FURNIKA Sp. z o.o. S.K and its Clients and pertain to all Products sold by FURNIKA, unless the General Sales Conditions are partially or entirely excluded by arrangements between the Parties, such as: contracts, specific offers, memorandums of understanding, agreement, etc.
2. Purchase of Goods offered by FURNIKA Sp. z o.o. S.K is effected on the basis of these General Sales Conditions (hereinafter referred to as the GSC). Before placing an Order, the Purchaser is obliged to become familiar with the essence of the GSC.
3. Placement of an Order by a Client or conclusion (in any manner) of a Contract with the Company is treated as an acceptance of the GSC by the Client. Exclusion of the application of (some or all) provisions of the GSC is possible exclusively in the event of the Seller and Client explicitly confirming such exclusion in writing (under pain of nullity), or if the exclusion results from mandatory provisions of the law.
4. In the event of the Seller placing an offer containing terms and conditions other than those specified in the GSC or in the event of signing a framework contract for the delivery of Goods the terms and conditions of the offer or the Contract apply, while the provisions of the GSC apply in the unregulated scope. The GSC document has been disclosed publicly on the Seller’s website www.furnika.pl.

III. PRICE LISTS AND OFFERS

1. Prices for Goods are from time to time presented to the Client by the Seller. Unless otherwise agreed in writing by the Client and the Seller, sales of the Goods is based on price lists in force in the Company as at the moment of placement of an Offer.
2. Unless otherwise agreed in writing, prices are presented in PLN, EUR or USD. Prices presented by the Seller do not include the goods and services tax (VAT).
3. All information and data contained in price lists and other materials of the Company as well as all proposals submitted to the Clients by the Company's employees (or other persons acting on behalf of the Company) are exclusively of an informative nature. Advertisements, announcements, price lists and other information (including oral proposals) directed to the general public or individual Clients (including proposals defined as "offers") do not constitute sales offers pursuant to the Civil Code - they are exclusively proposals for the Client to place an Order. All prices presented in advertisements, announcements, price lists and other Company materials are of a temporary nature and may be subject to change.
4. Provided that the Company does not stipulate otherwise, a written offer of Goods' sales presented to a Client by the Company is binding for 14 days after the date specified in the offer.
5. The Company uses its best efforts in order to ensure that all information and data presented in advertisements, announcements and price lists as well as other Company materials are accordant with the truth. The Company does not however guarantee the precision and completeness of all data contained in those materials. All models, designs, photos and other data contained in an offer and delivered by the Company should be treated by the Client exclusively as of a demonstrative and approximate character.

IV. SUBJECT OF SALE

The subject of sales are Goods from the current offer of the Company, accordant with its current price lists and catalogues delivered to the Client.

V. PRODUCT ORDERS

1. The Client may order Goods from the Seller in written and oral form as well as by means of methods of direct communication over distances (in particular phone, fax and e-mail).
2. Within 3 working days of the date of receipt of an order the Seller informs the Purchaser of the possibility to perform the order in its entirety or part. In the event of the Seller confirming the entirety of the terms and conditions of the Client's order, the Contract is deemed concluded with the moment of the Purchaser receiving the Seller's response. In the event of the Seller not confirming the entirety of the terms and conditions of the order, instead proposing changes, the Contract enters into force on the terms and conditions specified in the order with consideration of the reservations contained in the Company's response, provided that within 3 working days of receiving the confirmation of the order the Purchaser does not submit additional remarks.
3. The placement of an Order by the Client is not binding for the Seller in itself. Lack of a response of the Seller to an Order placed does not mean a tacit acceptance of the Order. An Order may be realized exclusively after its acceptance by the Company.
4. In the event of the Seller accepting the Order with reservations, the Client is bound by the essence of those reservations, provided that the Client does not promptly present any remarks. Prompt submission of such remarks is treated as the placement of a new Order.

5. In the event of the Client demanding the fulfilment of specific technical requirements of a Product by the Seller, and those requirements are different from appropriate standard requirements, it is necessary to confirm such non-standard requirements in writing or by e-mail.

7. The Purchaser is obliged to:

- a. collect the Goods ordered from the Seller.
- b. present the Seller with the following documents: current entry to the register of entrepreneurs of the National Court Register or the register of business activity, certificate on issuing of a REGON number, decision on issuing the number;
- c. in the event of amending the essence of the aforementioned documents, the Purchaser is obliged to promptly deliver the updated versions to the Company;
- d. specify the place of delivery and possible limitations as to the days and hours of unloading;
- e. punctually settle the Company's receivables;
- f. develop and maintain a positive image of the Company for the clients and all producer brands part of his offer;
- g. grant reliable information on products from the Company's offer to third parties;
- h. place orders only in his own name and on his own account;
- i. present the list of persons authorized to place order on behalf of the Client.

8. Unless otherwise agreed by the Parties, individual orders adapted to the Client's needs are not subject to the resignation / cancellation procedure after being formally accepted by the Seller.

9. The Seller reserves himself the right to change the date of delivery of the Goods (for reasons independent of the Company).

VI. ISSUE AND RECEIPT OF GOODS

1. The costs of transporting the Goods are borne by the Purchaser unless otherwise agreed or specified in the Contract concluded.
2. The receipt of the Goods may also take place via the Client's own means of transport or transport organized by the Company. The Client is not entitled to a refund of the transport costs from the Seller.
3. The moment of delivery of the goods is considered to be the moment of handing over the goods to the customer, the customer's representative, the courier and the postal operator in the case of the customer's own transport
4. Deliveries are performed EXW Prudnik, pursuant to Incoterms 2010. A document confirming the issue of the Goods is a bill of lading or another document confirming the issue of the Goods signed by a representative of the Purchaser or the carrier.
5. The Seller issues a VAT invoice for the benefit of the Purchaser along with delivering the Goods. Alternatively the Seller presents the Client with an inventory issue document and the invoice will be sent to the Client within 2 working days.
6. In the event of a delay in collecting the Goods by the Client, the Seller is entitled to withdraw from the sales contract without appointing an additional date as well as to demand liquidated damages equal to the

value of the uncollected goods, which does not exclude the possibility to pursue supplementary compensation based on applicable law.

VII. DELIVERIES WITHIN THE EUROPEAN UNION AND EXPORT

1. Clients from member states of the European Union are obliged to disclose their European VAT identification number in order to perform a purchase with a 0% VAT rate.
2. If the Seller does not receive such a confirmed number from the Purchase along with a confirmation of the receipt of the Goods, the Company may issue an invoice with a goods and services tax (VAT) charged pursuant to the rate applicable in Poland.
3. The Purchaser may be encumbered with the Polish VAT in the event of failure to present the Seller with a confirmation of the validity of the European VAT evidence number as at the day of conclusion of the contract with the Company as well as in the event of this number being invalid as at the date of delivery of the Goods.
4. The Purchaser will be encumbered with the Polish goods and services tax (VAT) also in the event of the Purchaser transporting the purchased goods outside of the territory of Poland by himself and failing to present the Seller with a confirmation of shipment of Products to another member state of the European Union.
5. Products sold to Purchasers having seats outside of the European Union are subject to an export declaration submitted to the customs office. If the customs border of the European Union is crossed and the fact is not confirmed by an appropriate customs office (IE-599 document) the Seller will be encumbered with a goods and services tax (VAT) in accordance with the currently applicable rates.
6. The time of delivery of goods in scope of the European Union is specified in individual regulations of courier companies with which the Seller cooperates.

VIII. GUARANTEE AND COMPLAINTS

1. The Company ensures that the Goods sold by it from time to time fulfil the conditions specified in the Contract and the mandatory provisions of the law.
2. The Seller issues a guarantee for the Goods sold, valid within a period of 24 months.
3. The guarantee period specified in the guarantee document is calculated beginning with the date of sales of the Goods to the Client.
4. Quantity complaints related to Goods and concerning the amount of collective packages should be submitted to the Seller by the Purchaser at the moment of receipt of the goods.
5. Complaints concerning to the number of Goods in unit packages should be submitted to the Seller within 1 working day of the moment of discovery of deficiencies, however no later than 3 days of the delivery of the Goods to the Client.
6. Quantity complaints concerning the Goods, filed during the delivery, should be submitted at the moment of receipt of the Goods. The remaining complaints are submitted within 2 working days of the discovery of defects, however no later than 3 days of the delivery of goods to the Purchaser.

7. The basis for complaints concerning Goods may also be the Seller delivering Goods with parameters significantly different from those indicated in the Seller's offer or the Contract concluded with the Purchaser. In such a case the refund may be effected no later than within 2 days of the purchase date.

8. Before installing the Goods they should be inspected with regard to quality, size, colour and other characteristics conditioning its suitability for installation, future operation and compliance of the goods with the order. After installing the goods the complaints on the aforementioned account will not be taken into consideration.

9. LED lighting not being part of the set should not be utilized with the Goods. Failure to observe the above provision may result in a visible difference in lighting colour. This results from the fact that the LED structures possess a certain tolerance in the lighting colour, while the control of the uniformity of the colour takes place for an individual batch of goods. In relation to this characteristic of LED lighting the colours of light in deliveries made in different periods may vary.

10. Shipping documents or the inventory issue signed by the Client or an authorized person without additional annotations are the proof of acceptance of a given delivery without reservations for the Seller.

11. Submitting a complaint does not entitle the Client to suspend payment for Goods or part thereof.

12. The Seller is entitled to refrain from performing obligations on account of the guarantee towards the Client until the time of payment of all due receivables by the Purchaser.

13. The liability of the Seller due to non-performance or improper performance of the agreement and due to warranty for any defects shall be limited in the aggregate to the equivalence of the price of defective Goods, subject to point II.1.

IX. CONFIDENTIALITY

The Purchaser confirms that all technical, commercial and financial data disclosed to the Purchaser by the Seller and not announced publicly constitute the Company's confidential information. The Purchaser does not disclose any such confidential information to any third persons and does not utilize such confidential information for any purpose other than that agreed by the Parties and in accordance with sales transactions specified herein.

X. TERMS OF PAYMENT

1. The Price for Goods is specified on the basis of the price lists currently applicable for the Seller as at the date of receipt of the Order.

2. The Price will be increased by the amount of the VAT accordant with the applicable rate. The basis for mutual settlements between the Seller and the Purchaser are VAT invoices.

3. The payment for the goods will be effected in cash or by bank transfers to the Seller's account specified from time to time in VAT invoices.

4. The day of payment is the date of crediting the Seller's account.

5. In the event of the Purchaser failing to observe the date of payment of a VAT invoice and falling behind with the payment for at least 14 days, all claims of the Company for payment of the price for the ordered and sold products become immediately due and payable with the passage of an additional period specified in a request for payment. The Seller issues a request for payment to the Client with indication of an additional 7-day period for payment.

6. In the event of the Client falling behind with a payment for the previous purchase the Seller reserves the right to refrain from issuing the subsequent product batch until the time of settlement of the arrears.
7. The goods remain the property of the Seller until the date of payment of the entire price along with possible late payment interest by the Purchaser.

XI. FORMAT OF NOTIFICATIONS

1. The Parties send notifications via fax, e-mail or registered letter.
2. In the event of a change of telephone numbers, e-mails, fax numbers or addresses the other Party should be notified of such fact within 7 days of the date of the change. Default in this scope causes all deliveries sent to the previous address to be deemed effective.

XII. TERMINATION OF THE CONTRACT

1. The Company or the Client may terminate the Contract after a previous ineffective call to remove Product defects delivered to the other Party. The call should be prepared in writing and contain a description of the discovered irregularities and a reasonable date for the removal thereof.
2. Invoices issued by the Seller before the termination of the Contract become immediately due and payable as of the day of termination of the Contract.
3. The Company may terminate a part or the entirety of the Contract with immediate effect when:
 - a. a motion for announcement of the bankruptcy of the Client has been submitted; and/or
 - b. the Client has lost (for any reasons) the entirety or a significant part of his property; and/or
 - c. the Client has performed a transfer (on the grounds of any legal basis) of the entirety or part of his enterprise; and/or
 - d. a decision on the liquidation of the Client's enterprise has been made; and/or
 - e. the Company has requested the Client to present a guarantee/collateral of the performance of his obligations resulting from the Contract and the Client refused to provide such guarantee or collateral or the collateral delivered by the Client is insufficient.
4. Termination of the Contract with immediate effect by the Company does not entitle the Client to claim any compensation from the Company.
5. Termination of the Contract should be made in writing.

XIV. FINAL PROVISIONS

1. The Parties conclude the Contract on the basis of the provisions of the GSC specified above.

2. Acceptance of the aforementioned conditions is effected by means of placing an Order.
3. A cession of any rights resulting from the Contract by the Client requires prior written acceptance of the Company.
4. Any amendments and supplements to the GSC must be made in written form under pain of being declared null and void.
5. If any one provision of these General Sales Conditions is deemed invalid or ineffective by an appropriate court or as a result of legal regulations, it does not invalidate the remaining provisions of these General Sales Conditions or make them ineffective in any manner. If the provisions of this document are ultimately deemed illegal or ineffective, they should be treated as excluded from this GSC. Other provisions remain fully applicable and effective. The provisions deemed illegal or ineffective should then be replaced with sections with a similar meaning, reflecting the original intention of the removed provisions in a scope admissible by appropriate regulations of the law.
6. Possible disputes arising in relation to the performance of the Contract will be settled by a court of competent jurisdiction over the seat of the Seller.
7. The legal relationship resulting from the provisions of the contracts is governed by the law of Poland.
8. This GSC document is applicable with regard to sales transactions performed between the Seller and the Purchaser beginning with 17.04.2015.
9. The Seller reserves the right to unilaterally amend the GSC.
10. Information on the currently applicable General Sales Conditions is available on the Company's website: www.furnika.pl.